

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** RFP-600705-09/BJC - Fiber Optic Network Documentation Project

**DEPARTMENT:** Administrative Services

**DIVISION:** Purchasing and Contracts

**AUTHORIZED BY:** Frank Raymond

**CONTACT:** Betsy Cohen

**EXT:**

**MOTION/RECOMMENDATION:**

Award RFP-600705-09/BJC - Fiber Optic Network Documentation Project to Metric Engineering, Inc., Lake Mary (Not-To-Exceed \$350,000.00).

County-wide

Ray Hooper (ext. 7111)

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**BACKGROUND:**

RFP-600705-09/BJC will provide the County with a qualified Consultant to furnish Fiber Optic Network Documentation. The Consultant will be responsible for providing documentation of the COUNTY's existing fiber optic network and will essentially be an extension of County staff working towards the goal of documenting the County's estimated 250 mile fiber optic network.

This project was publicly advertised and the County received five (5) proposals in response to the solicitation. The Evaluation Committee comprised of Melonie Barrington, Traffic Engineer; John Brown, ATMS Coordinator; Noel Oteyza, ATMS Coordinator; and Charles Wetzel, Assistant Traffic Engineer, evaluated the proposals. Consideration was given to the overall experience and qualifications of the firms and personnel in providing fiber optic network documentation in accordance with all applicable rules and regulations, understanding of the scope of work, responsibilities and management plan, location of the firm, sufficiency of the proposed resources and cost proposal. Staff conducted presentations/discussions with the top three (3) firms where each of the firms had to demonstrate their approach, ability to perform and display their expertise related to the software as presented. Authorization for performance of services by the Consultant under this agreement shall be in the form of written Release Orders issued and executed by the County. Each Release Order shall describe the services required and shall state the dates for performance of services and establish the amount of payment. The agreement shall take effect on the date of its execution and shall run for a period of three (3) years. At the sole option of the County, this agreement may be renewed for two (2) successive periods not to exceed one (1) year each.

**STAFF RECOMMENDATION:**

Staff recommends that the Board award RFP-600705-09/BJC - Fiber Optic Network Documentation Project to Metric Engineering, Inc., Lake Mary (Not-To-Exceed \$350,000.00).

**ATTACHMENTS:**

1. Tabulation Sheet
2. Evaluations
3. Agreement

**Additionally Reviewed By:**

☒ County Attorney Review ( Ann Colby )

## B.C.C. - SEMINOLE COUNTY, FL RFP TABULATION SHEET

RFP NUMBER: RFP-600705-09/BJC  
RFP TITLE: Fiber Optic Network Documentation Project  
DUE DATE: September 2, 2009 at 2:00 P.M.

ALL RFP'S ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE CONSULTANTS LISTED HEREIN ARE THE ONLY RFP'S RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

Page 1 of 1

|  |   |   |  |  |
|--|---|---|--|--|
| <p>CableWorks, Inc.<br/>3 West Garden St., #201<br/>Pensacola, Florida 32502</p> <p>(850) 777-4204 – Phone<br/>(225) 752-2257 – Fax<br/>Charles Buddy Mize</p> | <p>Metric Engineering, Inc.<br/>615 Crescent Executive Court,<br/>#524<br/>Lake Mary, Florida 32746</p> <p>(407) 644-1898 – Phone<br/>(407) 644-2376 – Fax<br/>Dale W. Cody</p> | <p>PAH Constructors, Inc.<br/>5101 W Eau Gallie Blvd.<br/>Melbourne, Florida 32934</p> <p>(321) 253-1402 – Phone<br/>(321) 253-2308 – Fax<br/>Bryan Riley</p> | <p>Pegasus Engineering, LLC<br/>301 W SR 434, Suite 309<br/>Winter Springs, Florida 32708</p> <p>(407) 992-9160 – Phone<br/>(407) 358-5155 – Fax<br/>Juan Fong, P.E.</p> | <p>Precision Contracting<br/>Services, Inc.<br/>15834 Guild Court<br/>Jupiter, Florida 33478</p> <p>(561) 743-9737 – Phone<br/>(561) 743-0775 – Fax<br/>Sara L. Boyd</p> |
|--|---|---|--|--|

**EVALUATION FACTORS.** The following criteria will be used in the evaluation of the proposals:

- Overall experience and qualifications of the firm and personnel in providing Fiber Optic Network Documentation in accordance with all applicable rules and regulations;
- Understanding of the scope of work, purposes and objectives of the project and understanding of the Firm's role and responsibilities, management plan;
- Location of the firm to provide the required services;
- The sufficiency of resources and ability of the Proposer to comply with the contract and provide the services;
- Cost Proposal.

**Status:**

1. Tabulated by Betsy J. Cohen, Procurement Supervisor (Posted 9/02/2009 @ 4:00 PM)
2. Presentations from top three (3) firms on October 12, 2009 at traffic Engineering Division: Metric Engineering, Inc.(9:00 AM); Pegasus Engineering, LLC (10:00 AM); Precision Contracting Services, Inc.(11:00 AM). (Posted 9/30/2009 @ 10:05 AM).
3. Award Recommendation: Metric Engineering, Inc. (BCC 12/08/2009 – Posted 10/26/2009 @ 10:50 AM)

**RFP-600705-09/BJC - Fiber Optic Network Documentation Project  
Evaluation of Proposals**

| <b>Evaluators</b>                          | <b>Cableworks, Inc.</b> | <b>Metric Engineering, Inc.</b> | <b>PAH Constructors, Inc.</b> | <b>Pegasus Engineering, LLC</b> | <b>Precision Contracting Services</b> |
|--|-------------------------|---------------------------------|-------------------------------|---------------------------------|---------------------------------------|
| Charles Wetzel, Assistant Traffic Engineer | 43                      | 79                              | 47                            | 68                              | 66                                    |
| John Brown, ATMS Coordinator               | 48                      | 75                              | 36                            | 70                              | 83                                    |
| Noel Oteyza, ATMS Coordinator              | 57                      | 69                              | 48                            | 75                              | 79                                    |
| Melonie Barrington, Traffic Engineer       | 60                      | 85                              | 59                            | 74                              | 78                                    |
|  |                         |                                 |                               |                                 |                                       |
| <b>Total Scores</b>                        | <b>208</b>              | <b>308</b>                      | <b>190</b>                    | <b>287</b>                      | <b>306</b>                            |
| <b>Ranking</b>                             | <b>4</b>                | <b>1</b>                        | <b>5</b>                      | <b>3</b>                        | <b>2</b>                              |

Evaluations

## RFP-600705-09/BJC - Fiber Optic Network Documentation Project

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Congratulations on your selection as an Evaluation Team Member!  
Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing to evaluate in a fair, comprehensive, and impartial manner?  
Are you willing to present a clear picture of the issues considered during the evaluation?  
I have read and will comply with the above requirement:  
:

Yes

Conflict of Interest Statement – Policies and Procedures address employee and elected official onlicts, ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions which affect their private gain or the gain of family members and friends.  
County policy encourages the disclosure process to remind officials or mployees of their obligation to put the public interest above personal considerations. I state that I have considered my obligation to put the public interest above personal interest::

Yes

The team will evaluate each proposal against the requirements of the solicitation. Results of the assessment will be portrayed as follows:

The submittals will be evaluated on:

Strengths: Those areas in which the proposal exceeds the County's requirements.

Weaknesses: Those areas where the proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.

Deficiencies: Those areas where the proposal fails to meet the County's requirements. Agree  
:

Yes

RESPONSE #1: CABLEWORKS, INC.:

#1: Qualifications and Experience of Company (0 to 40 Points):

20

#1: Qualifications and Experience - Remarks:

Minimal experience identified in the documentation of fiber networks. No local experience and minimal staff identified to work on project.

#1: Approach to Project and Understanding (0 to 20 Points):

8

#1: Approach to Project and Understanding - Remarks:

No approach identified to successfully complete this project. Proposal lacking in specifics necessary to evaluate.

#1: Location of the Firm (0 to 5 Points):

2

#1: Location of the Firm - Remarks:

Currently no local representation. Identified opening a local office if awarded the contract.

#1: Compensation (0 to 35 Points):

30

#1: Compensation - Remarks:

Very competitive rates, but difficult to assess without providing information on approach and giving specifics on formula.

#1 Total:

60

RESPONSE #2: METRIC ENGINEERING, INC.:

#2: Qualifications and Experience of Company (0 to 40 Points):

35

#2: Qualifications and Experience - Remarks:

Staff demonstrated the necessary qualifications thru specific projects and job experiences.

#2: Approach to Project and Understanding (0 to 20 Points):

18

#2: Approach to Project and Understanding - Remarks:

Very detailed approach to the project. Identified key elements and specifics on the process necessary for successful completion.

#2: Location of the Firm (0 to 5 Points):

5

#2: Location of the Firm - Remarks:

Local - Seminole County

#2: Compensation (0 to 35 Points):

27

#2: Compensation - Remarks:

#2 Total:

85

RESPONSE #3: PAH CONSTRUCTORS, INC.:

#3: Qualifications and Experience of Company (0 to 40 Points):

20

#3: Qualifications and Experience - Remarks:

Although the senior engineer has considerable experience the PM and other critical staff have minimal experience.

#3: Approach to Project and Understanding (0 to 20 Points):

12

#3: Approach to Project and Understanding - Remarks:

Discussion of the approach is very minimal. No discussion of QA/QA or communication protocol.

#3: Location of the Firm (0 to 5 Points):

2

#3: Location of the Firm - Remarks:

Melbourne

#3: Compensation (0 to 35 Points):

25

#3: Compensation - Remarks:

#3 Total:

59

RESPONSE #4: PEGASUS ENGINEERING, LLC:

#4: Qualifications and Experience of Company (0 to 40 Points):

30

#4: Qualifications and Experience - Remarks:

Identified specific fiber documentation projects similar to the scope of the services. Staff has experience in fiber documentation and County infrastructure.

#4: Approach to Project and Understanding (0 to 20 Points):

16

#4: Approach to Project and Understanding - Remarks:

Good approach and understanding of project scope given. More specifics need in certain areas.

#4: Location of the Firm (0 to 5 Points):

5

#4: Location of the Firm - Remarks:

Local - Seminole County

#4: Compensation (0 to 35 Points):

23

#4: Compensation - Remarks:

#4 Total:

74

RESPONSE #5: PRECISION CONTRACTING SERVICES, INC.:

#5 - Qualifications and Experience of Company (0 to 40 Points):

40

#5: Qualifications and Experience - Remarks:

PCS has demonstrated adequate years of experience at all levels to manage the project. Given examples of similar projects with various public organizations. Significant resources avail.

#5: Approach to Project and Understanding (0 to 20 Points):

14

#5: Approach to Project and Understanding - Remarks:

Approach to this particular project very general. More geared toward their services and not the project.

#5: Location of the Firm (0 to 5 Points):

2

#5: Location of the Firm - Remarks:

Winter Garden

#5: Compensation (0 to 35 Points):

22

#5: Compensation - Remarks:

#5 Total:

78

Evaluations

# RFP-600705-09/BJC - Fiber Optic Network Documentation Project

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Are you willing to present a clear picture of the issues considered during the evaluation?  
I have read and will comply with the above requirement:  
:

**Yes**  
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County policy encourages the disclosure process to remind officials or employees of their obligation to put the public interest above personal considerations. I state that I have considered my obligation to put the public interest above personal interest::

**Yes**  
The team will evaluate each proposal against the requirements of the solicitation. Results of the assessment will be portrayed as follows:  
  
The submittals will be evaluated on:  
  
Strengths: Those areas in which the proposal exceeds the County's requirements.  
  
Weaknesses: Those areas where the proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.  
  
Deficiencies: Those areas where the proposal fails to meet the County's requirements. Agree  
:

**Yes**  
RESPONSE #1: CABLEWORKS, INC.:  
  
#1: Qualifications and Experience of Company (0 to 40 Points):  
**10**  
#1: Qualifications and Experience - Remarks:  
**Mostly copper for data and CATV.Minimal fiber experience.**  
#1: Approach to Project and Understanding (0 to 20 Points):  
**15**  
#1: Approach to Project and Understanding - Remarks:  
**Appeared to have a good understanding of the project and provided a detailed description of the work.**  
#1: Location of the Firm (0 to 5 Points):  
**3**  
#1: Location of the Firm - Remarks:  
**Not a local company, but are willing to open a sattelite office in Seminole County.**  
#1: Compensation (0 to 35 Points):  
**20**  
#1: Compensation - Remarks:  
**Project Manager at \$60 per hour. Reasonable cost.Lowest rate. Will be a very large learning curve for them.**  
#1 Total:  
**48**

RESPONSE #2: METRIC ENGINEERING, INC.:  
  
#2: Qualifications and Experience of Company (0 to 40 Points):  
**20**  
#2: Qualifications and Experience - Remarks:  
**Metric has prior experience with a previous similiar project for Seminole County, however the previous results were average.**  
#2: Approach to Project and Understanding (0 to 20 Points):  
**20**  
#2: Approach to Project and Understanding - Remarks:  
**Metric has the advantage of knowing what Seminole County requires based on previous data collection project.They also included a detailed description of their approach.**  
#2: Location of the Firm (0 to 5 Points):  
**5**  
#2: Location of the Firm - Remarks:  
**local company in Lk Mary.**  
#2: Compensation (0 to 35 Points):  
**30**  
#2: Compensation - Remarks:  
**Senior Project Manager \$125 per hour.Slightly unreasonable cost. Should be able to work effiently with prior experience.**  
#2 Total:  
**75**

RESPONSE #3: PAH CONSTRUCTORS, INC.:

#3: Qualifications and Experience of Company (0 to 40 Points):

10

#3: Qualifications and Experience - Remarks:

PAH has experience building traffic signals. Minimum ITS experience and very little fiber experience.

#3: Approach to Project and Understanding (0 to 20 Points):

10

#3: Approach to Project and Understanding - Remarks:

Did not provide a detailed description of their approach to the project.

#3: Location of the Firm (0 to 5 Points):

1

#3: Location of the Firm - Remarks:

Not local.They are planning on commuting from Melbourne.

#3: Compensation (0 to 35 Points):

15

#3: Compensation - Remarks:

Project manager \$95 per hour. Reasonable cost.

#3 Total:

36

RESPONSE #4: PEGASUS ENGINEERING, LLC:

#4: Qualifications and Experience of Company (0 to 40 Points):

30

#4: Qualifications and Experience - Remarks:

Very qualified personnel including one that previously worked on the fiber optics network for Seminole County. Experienced on large ITS projects and data entry in OSPInsight.

#4: Approach to Project and Understanding (0 to 20 Points):

10

#4: Approach to Project and Understanding - Remarks:

Did not provide a detailed description of their approach to the project.

#4: Location of the Firm (0 to 5 Points):

5

#4: Location of the Firm - Remarks:

local company in Winter Springs.

#4: Compensation (0 to 35 Points):

25

#4: Compensation - Remarks:

Senior Project Manager \$136.35. Highest rate, seems unreasonable.Should be able to work effiently with two field technicians.

#4 Total:

70

RESPONSE #5: PRECISION CONTRACTING SERVICES, INC.:

#5 - Qualifications and Experience of Company (0 to 40 Points):

30

#5: Qualifications and Experience - Remarks:

This company has 75 full time employees available. They are very qualified and have experience with large ITS projects including fiber optics and data collection with OSPInsight.

#5: Approach to Project and Understanding (0 to 20 Points):

20

#5: Approach to Project and Understanding - Remarks:

Precision provided a detailed description of their understanding and their approach . They also included example of past jobs that were similiar, demonstrating that they have a good understanding.

#5: Location of the Firm (0 to 5 Points):

3

#5: Location of the Firm - Remarks:

located in Winter Gardens,just outside of Seminole County.

#5: Compensation (0 to 35 Points):

30

#5: Compensation - Remarks:

Senior Project Manager \$115 per hour.With 75 employees ,extensive vehicle and equipment inventory,and past experience they should be able to work very effiently.

#5 Total:

83



Evaluations

## RFP-600705-09/BJC - Fiber Optic Network Documentation Project

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**Yes**  
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Deficiencies: Those areas where the proposal fails to meet the County's requirements. Agree  
:

**Yes**  
RESPONSE #1: CABLEWORKS, INC.:  
  
#1: Qualifications and Experience of Company (0 to 40 Points):  
**12**  
#1: Qualifications and Experience - Remarks:  
**Telecommunications and IT fiber experience. No IMSA, OSPInsight, Mapinfo, ITS experience**  
#1: Approach to Project and Understanding (0 to 20 Points):  
**13**  
#1: Approach to Project and Understanding - Remarks:  
**Seems to understand data collection and data entry approach. Only vendor to estimate costs on a per mile basis.**  
#1: Location of the Firm (0 to 5 Points):  
**2**  
#1: Location of the Firm - Remarks:  
**Will setup satellite office if awarded contract.**  
#1: Compensation (0 to 35 Points):  
**30**  
#1: Compensation - Remarks:  
**Lowest rates of all vendors.**  
#1 Total:  
**57**

RESPONSE #2: METRIC ENGINEERING, INC.:  
  
#2: Qualifications and Experience of Company (0 to 40 Points):  
**33**  
#2: Qualifications and Experience - Remarks:  
**Accomplished similar fiber documentation project before but needed extensive oversight from Seminole County ATMS personnel. Question learning curve with turnover of personnel.**  
#2: Approach to Project and Understanding (0 to 20 Points):  
**13**  
#2: Approach to Project and Understanding - Remarks:  
**Understands data entry aspect of project but seems to lack experience with data collection with complex Seminole County fiber network.**  
#2: Location of the Firm (0 to 5 Points):  
**5**  
#2: Location of the Firm - Remarks:  
**Located in Lake Mary, FL**  
#2: Compensation (0 to 35 Points):  
**18**  
#2: Compensation - Remarks:  
**Rates are high for optional GIS support and AFO data support.**  
#2 Total:  
**69**

RESPONSE #3: PAH CONSTRUCTORS, INC.:

#3: Qualifications and Experience of Company (0 to 40 Points):

17

#3: Qualifications and Experience - Remarks:

PAH had poor management of past mastarm project in Seminole County. No OSPInsight experience.

#3: Approach to Project and Understanding (0 to 20 Points):

11

#3: Approach to Project and Understanding - Remarks:

#3: Location of the Firm (0 to 5 Points):

1

#3: Location of the Firm - Remarks:

Located in Melbourne, FL

#3: Compensation (0 to 35 Points):

19

#3: Compensation - Remarks:

Highest rates for Sr. Engineer. Project Manager and Fiber Optic Technician same rate.

#3 Total:

48

RESPONSE #4: PEGASUS ENGINEERING, LLC:

#4: Qualifications and Experience of Company (0 to 40 Points):

33

#4: Qualifications and Experience - Remarks:

Most familiar with Seminole County Fiber Network and ATMS devices. Experienced with OSPInsight and Mapinfo software. Worked on similar fiber documentation with FDOT

#4: Approach to Project and Understanding (0 to 20 Points):

15

#4: Approach to Project and Understanding - Remarks:

Familiar with approaches for data entry and complexity of data collection of Seminole County's fiber network.

#4: Location of the Firm (0 to 5 Points):

5

#4: Location of the Firm - Remarks:

Located in Winter Springs, FL

#4: Compensation (0 to 35 Points):

22

#4: Compensation - Remarks:

Rates seem reasonable. Sr. Project Manager second highest of all vendors. Fewest poersonnel listed.

#4 Total:

75

RESPONSE #5: PRECISION CONTRACTING SERVICES, INC.:

#5 - Qualifications and Experience of Company (0 to 40 Points):

30

#5: Qualifications and Experience - Remarks:

PCS seems very experienced with fiber documentation. Developed their own software Fibertrak. No experience noted with OSPInsight software.

#5: Approach to Project and Understanding (0 to 20 Points):

16

#5: Approach to Project and Understanding - Remarks:

Understands data entry and data collection with complex Seminole County fiber network. Has the most equipment and personnel for project.

#5: Location of the Firm (0 to 5 Points):

3

#5: Location of the Firm - Remarks:

Corporate located in Jupiter, FL with a local office located in Winter Garden, FL

#5: Compensation (0 to 35 Points):

30

#5: Compensation - Remarks:

Distribution Designer and Sr. Project rates seems high with no PE.

#5 Total:

79

Evaluations

## RFP-600705-09/BJC - Fiber Optic Network Documentation Project

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Yes

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Deficiencies: Those areas where the proposal fails to meet the County's requirements. Agree  
:

Yes

RESPONSE #1: CABLEWORKS, INC.:

#1: Qualifications and Experience of Company (0 to 40 Points):

10

#1: Qualifications and Experience - Remarks:

Resumes for 3, but 4 on team. No OSP InSight experience or certifications mentioned. Good installation and design experience, but not really helpful for this project.

#1: Approach to Project and Understanding (0 to 20 Points):

0

#1: Approach to Project and Understanding - Remarks:

No write-up given.

#1: Location of the Firm (0 to 5 Points):

3

#1: Location of the Firm - Remarks:

In Pensacola, but willing to open local office if awarded project.

#1: Compensation (0 to 35 Points):

30

#1: Compensation - Remarks:

Prices were the lowest, but do they know what they are getting into?

#1 Total:

43

RESPONSE #2: METRIC ENGINEERING, INC.:

#2: Qualifications and Experience of Company (0 to 40 Points):

30

#2: Qualifications and Experience - Remarks:

Had the first phase of this project, but new staff proposed. Have completed similar projects for FDOT.

#2: Approach to Project and Understanding (0 to 20 Points):

19

#2: Approach to Project and Understanding - Remarks:

Very detailed write-up. Well thought out approach to the project.

#2: Location of the Firm (0 to 5 Points):

5

#2: Location of the Firm - Remarks:

Local Lake Mary office.

#2: Compensation (0 to 35 Points):

25

#2: Compensation - Remarks:

Reasonable prices. Some clarification as to field technicians (ITS versus regular field) would be helpful.

#2 Total:

79

RESPONSE #3: PAH CONSTRUCTORS, INC.:

#3: Qualifications and Experience of Company (0 to 40 Points):

15

#3: Qualifications and Experience - Remarks:

Signal contractor with engineering consultant as sub. PM has good experience, but all out-of-state. No mention of OSP InSight or similar fiber documentation projects.

#3: Approach to Project and Understanding (0 to 20 Points):

5

#3: Approach to Project and Understanding - Remarks:

Very minimal - no real effort or thought put into it.

#3: Location of the Firm (0 to 5 Points):

3

#3: Location of the Firm - Remarks:

Melbourne, FL

#3: Compensation (0 to 35 Points):

24

#3: Compensation - Remarks:

Prices reasonable.

#3 Total:

47

RESPONSE #4: PEGASUS ENGINEERING, LLC:

#4: Qualifications and Experience of Company (0 to 40 Points):

30

#4: Qualifications and Experience - Remarks:

Prime known to County. Sub has previous experience with OSP InSight and FDOT. Former Seminole County staff on team - has extensive knowledge of County fiber infrastructure.

#4: Approach to Project and Understanding (0 to 20 Points):

10

#4: Approach to Project and Understanding - Remarks:

General write-up for any project; not specific to this fiber documentation project.

#4: Location of the Firm (0 to 5 Points):

5

#4: Location of the Firm - Remarks:

Winter Springs, FL

#4: Compensation (0 to 35 Points):

23

#4: Compensation - Remarks:

Prices are reasonable.

#4 Total:

68

RESPONSE #5: PRECISION CONTRACTING SERVICES, INC.:

#5 - Qualifications and Experience of Company (0 to 40 Points):

28

#5: Qualifications and Experience - Remarks:

Extensive fiber experience - numerous projects with various agencies. Documentation experience with FiberTrak; not OSP InSight. Some clarification needed.

#5: Approach to Project and Understanding (0 to 20 Points):

14

#5: Approach to Project and Understanding - Remarks:

Pretty general and minimal.

#5: Location of the Firm (0 to 5 Points):

4

#5: Location of the Firm - Remarks:

Winter Garden / Ocoee area.

#5: Compensation (0 to 35 Points):

20

#5: Compensation - Remarks:

Seems to be the highest prices, but clarification as to what staff will be used for what would be helpful.

#5 Total:

66

**RFP- 600705-09/BJC – Fiber Optic Network Documentation**  
**Interview Evaluation Summary**

**Metric Engineering, Inc.**

**Rank #1**

Project approach was very thorough and the most technically detailed. Utilized real 1 mile test section of US 17/92 for their sample project. Proposed utilizing existing GIS data in the region. Proposed website for improved communications between the consultant and County and for sharing data and project progress information. Proposed error checking software. Proposed 2 teams available for data collection /data entry and could add up to 5. Team very qualified with software developer on as possible sub-consultant if necessary. Very proficient in OSP Insight and the only team to complete the demo task on time and correctly. In a previous fiber project with the County, Metric Engineering had issues with data collection and data input, but has seemed to improve on personnel and processes. Lowest cost at about \$1900 per mile and shortest time at about 8 months.

**Pegasus Engineering, Inc.**

**Rank #2**

Adequate project approach and presentation was not very detailed as to how the consultant would execute the work. Very good experience with former Seminole County employee and experienced OSP Insight user, but only 1 field person currently on staff. Team seemed too small to undertake this large project and this showed in the estimated project completion time of 12 to 16 months. Although experienced in software, fumbled through the demo in adding data. Costs high at \$2800 per mile. Minimal effort on presentation, as well as documentation and demonstration of test section.

**Precision Contracting Services**

**Rank #3**

Open ended approach. Good understanding of data collection services and vast experience with other agencies, but tried to fit their normal approach to fit our request. Very little experience with OSP Insight and not able to adequately demo the test section or correctly add new data. Although not stated, it seems their approach was to model in another software and translate at the last minute to give us what we want. Promised to do the project quickly and within our funds, but no time or cost information given. Did not follow the directions well of the RFP, but tried to make their typical approach match our project.

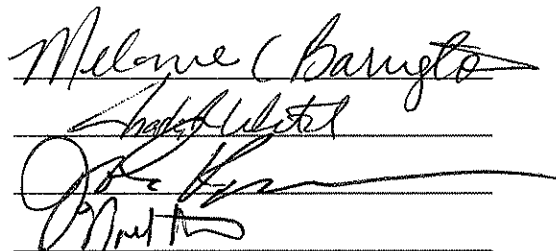
Signed,

Melanie Barrington

Charlie Wetzel

John Brown

Noel Oteyza

The block contains four handwritten signatures, each written over a horizontal line. The signatures are in cursive and appear to be: 'Melanie C. Barrington', 'Charlie Wetzel', 'John Brown', and 'Noel Oteyza'.

Date: 10/22/09

**TERM CONTRACT FOR FIBER OPTIC DOCUMENTATION SERVICES  
(RFP-600705-09/BJC)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **METRIC ENGINEERING, INC.**, duly authorized to conduct business in the State of Florida, whose address is 615 Crescent Executive Court, Suite 526, Lake Mary, Florida 32746, hereinafter referred to as "CONSULTANT", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified contractor to provide fiber optic documentation services for Seminole County; and

**WHEREAS**, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

**WHEREAS**, CONSULTANT is competent and qualified to provide fiber optic documentation services and desires to provide services according to the terms and conditions stated herein,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONSULTANT agree as follows:

**SECTION 1. SERVICES.** COUNTY does hereby retain CONSULTANT to furnish services as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. CONSULTANT shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. Required services shall be specifically enumerated, described, and depicted in the Purchase Orders authorizing specific services. This Agreement standing alone does not authorize services or require COUNTY to place any orders for work.

**SECTION 2. TERM.** This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services authorized by the Purchase Order. The first three (3) months of the initial term shall be considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONSULTANT.

**SECTION 3. AUTHORIZATION FOR SERVICES.** Authorization for provision of services by CONSULTANT under this Agreement shall be in the form of written Purchase Orders issued and executed by COUNTY and signed by CONSULTANT. A sample Purchase Order is attached hereto as Exhibit C. Each Purchase Order shall describe the services required and shall state the dates for performance of services and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONSULTANT will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

**SECTION 4. TIME FOR COMPLETION.** The services to be provided by CONSULTANT shall be performed, as specified in such Purchase Orders as may be issued hereunder, within the time specified therein.

**SECTION 5. COMPENSATION.** COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement at the

rate as indicated in Exhibit B, attached hereto. When a Purchase Order is issued for a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. The total fees paid to CONSULTANT pursuant to this Agreement, including all reimbursable fees, shall not exceed the sum of THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00).

**SECTION 6. PAYMENT AND BILLING.**

(a) CONSULTANT shall supply all services required by the Purchase Order, but in no event shall CONSULTANT be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONSULTANT may invoice the amount due based on the percentage of total Purchase Order services actually provided; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by COUNTY to CONSULTANT when requested as services are furnished but not more than once monthly. Each Purchase Order shall be invoiced separately. At the close of each calendar month, CONSULTANT shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services therein, the name and address of CONSULTANT, Purchase Order Number, Contract Number, and any other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance  
Seminole County Board of County Commissioners  
Post Office Box 8080  
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

Public Works/Traffic Engineering Division  
140 Bush Loop  
Sanford, Florida 32773

(d) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONSULTANT.



**SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.**

(a) Upon satisfactory performance of services required hereunder and upon acceptance of the services by COUNTY, CONSULTANT may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. COUNTY shall pay CONSULTANT within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONSULTANT and COUNTY subsequent to the close of the final fiscal period in which the last services are provided. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for in subsection (b) of this Section, and the total compensation so determined shall be used to calculate final payment to CONSULTANT. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) CONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such services available at CONSULTANT's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

**SECTION 8. RESPONSIBILITIES OF CONSULTANT.** Neither COUNTY'S review, approval, or acceptance of, nor payment for, any of the services

required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. CONSULTANT shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONSULTANT's negligent or wrongful provision of any of the services furnished under this Agreement.

#### **SECTION 9. TERMINATION.**

(a) COUNTY may, by written notice to CONSULTANT terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for COUNTY'S convenience or because of the failure of CONSULTANT to fulfill its Agreement obligations. Upon receipt of such notice, CONSULTANT shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONSULTANT shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONSULTANT shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSULTANT; provided, however, that CONSULTANT shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public

enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without any fault or negligence of CONSULTANT.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONSULTANT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**SECTION 10. AGREEMENT AND PURCHASE ORDER IN CONFLICT.** Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, this Agreement shall prevail.

**SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT.** CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**SECTION 12. NO CONTINGENT FEES.** CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide

employee working solely for CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

### **SECTION 13. CONFLICT OF INTEREST.**

(a) CONSULTANT agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.



(b) CONSULTANT agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONSULTANT causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

**SECTION 14. ASSIGNMENT.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

**SECTION 15. SUBCONTRACTORS.** In the event that CONSULTANT, during the course of the work under this Agreement, requires the services of subcontractors or other professional associates in connection with services covered by this Agreement, CONSULTANT must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

**SECTION 16. INDEMNIFICATION OF COUNTY.** CONSULTANT agrees to hold harmless and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by CONSULTANT.

**SECTION 17. INSURANCE.**


(a) GENERAL. CONSULTANT shall, at its own cost, procure the insurance required under this Section.

(1) Prior to commencement of work pursuant to this Agreement, CONSULTANT shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY and its officials, officers, and employees shall be named additional insured under the Commercial General Liability Policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONSULTANT, CONSULTANT shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before

expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, CONSULTANT will at the option of COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONSULTANT shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval  by COUNTY nor failure to disapprove the insurance furnished by CONSULTANT shall relieve CONSULTANT of its full responsibility for performance of any obligation including CONSULTANT indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 624.4621, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONSULTANT shall, as soon as CONSULTANT has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY CONSULTANT shall be deemed to be in default of this Agreement.



(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONSULTANT and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONSULTANT's insurance shall cover CONSULTANT for liability which would be covered by the latest edition of the standard Workers' Compensation Policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements.

CONSULTANT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONSULTANT and its subcontractors are outlined in subsection (c) below.

In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

|                |                         |
|----------------|-------------------------|
| \$ 500,000.00  | (Each Accident)         |
| \$1,000,000.00 | (Disease-Policy Limit)  |
| \$ 500,000.00  | (Disease-Each Employee) |

(2) Commercial General Liability.

(A) CONSULTANT's insurance shall cover CONSULTANT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:



LIMITS

|  |  |
|--|--|
| General Aggregate                      | Three (3) Times the<br>Each Occurrence Limit |
| Personal & Advertising<br>Injury Limit | \$500,000.00                                 |
| Each Occurrence Limit                  | \$500,000.00                                 |

(3) Professional Liability Insurance. CONSULTANT shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

(4) Business Auto Policy.

(A) CONSULTANT'S insurance shall cover CONSULTANT for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned, and hired autos.

(B) The minimum limits to be maintained by CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident, combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONSULTANT shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONSULTANT shall be a minimum of three (3) times the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

LIMITS

|  |              |
|--|--------------|
| Each Occurrence Bodily<br>Injury and Property Damage<br>Liability Combined | \$300,000.00 |
|--|--------------|

(d) COVERAGE. The insurance provided by CONSULTANT pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of CONSULTANT.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve CONSULTANT, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of CONSULTANT to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

#### **SECTION 18. DISPUTE RESOLUTION.**


(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary services that were not presented for consideration in COUNTY dispute resolution procedures

set forth in subsection (a) above of which CONSULTANT had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation

**SECTION 19. REPRESENTATIVES OF COUNTY AND CONSULTANT.**

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONSULTANT, will designate and advise CONSULTANT in writing of one or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the  authority to transmit instructions, receive information, and interpret and define COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) CONSULTANT shall at all times during the normal work week designate or appoint one or more representatives who are authorized to act on behalf of and bind CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

**SECTION 20. ALL PRIOR AGREEMENTS SUPERSEDED.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall

be predicated upon any prior representations or agreements, whether oral or written.

**SECTION 21. MODIFICATIONS, AMENDMENTS, OR ALTERATIONS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**SECTION 22. INDEPENDENT CONTRACTOR.** It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONSULTANT (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONSULTANT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

**SECTION 23. EMPLOYEE STATUS.** Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY'S officers and employees either by operation of law or by COUNTY.

**SECTION 24. SERVICES NOT PROVIDED FOR.** No claim for services furnished by CONSULTANT not specifically provided for herein shall be honored by COUNTY.

**SECTION 25. PUBLIC RECORDS LAW.** CONSULTANT acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the services created under

this Agreement and that said statute controls over the terms of this Agreement.

**SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

**SECTION 27. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

**For COUNTY:**

Public Works/Traffic Engineering Division  
140 Bush Loop  
Sanford, Florida 32773

**For CONSULTANT:**

Metric Engineering, Inc.  
615 Crescent Executive Court, Suite 524  
Lake Mary, Florida 32746

**SECTION 28. RIGHTS AT LAW RETAINED.** The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

**(Signature Page Follows)**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST:

METRIC ENGINEERING, INC.

\_\_\_\_\_  
, Secretary

By: \_\_\_\_\_  
DALE W. CODY  
Senior Vice-President

(CORPORATE SEAL)

Date: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution by the Board  
of County Commissioners at its \_\_\_\_\_,  
20\_\_\_\_, regular meeting.



\_\_\_\_\_  
County Attorney

AEC/sjs  
11/17/09  
P:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\RFP-600705.doc

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Rate Schedule
- Exhibit C - Sample Purchase Order

## **EXHIBIT A**

2

### **Section 1 – GENERAL INFORMATION AND SCOPE OF SERVICES**

#### **PURPOSE**

This Scope of Services describes and defines the Fiber Optic Network Documentation Project services, which are required for contract administration, investigation, and documentation for the project.

#### **SCOPE**

- The CONSULTANT shall be responsible for providing services as defined in this Scope of Services. The Project for which the services are required is the documentation of the COUNTY's existing fiber optic network. The CONSULTANTS selected for this Project will essentially be an extension of County staff working towards the goal of documenting the County's estimated 250 mile fiber optic network. The COUNTY will work with and direct the selected CONSULTANTS as necessary on such items as what data to collect, how to collect the data, where to collect the data, what to document, how to document, etc. The data collection process may vary throughout the duration of the project depending on speed and methods of data collection or other unforeseen factors.
- The CONSULTANT shall perform management services necessary to: (1) ensure that proper coordination of the activities of all parties involved will accomplish a complete project; (2) maintain organized, complete, accurate records of all activities and events relating to the project; (3) provide interpretations of the documentation of the project.
- The CONSULTANT shall maintain a Project Control Schedule for the work. The CONSULTANT shall, on a regular basis, report their status to the COUNTY.
- The CONSULTANT shall record minutes of each meeting and forward a copy to the COUNTY with the engineer's summary weekly report. The following shall be noted in the Consultant's summary weekly report: activities accomplished, production achieved and shall list and describe those scheduled activities, which were not accomplished, and what activities/events were planned for the next week. The CONSULTANT shall list separately any quality control problems or impediments to the work that would normally be noted in the engineer's weekly summary report.
- The CONSULTANT shall consult with the COUNTY when interpretation involves complex or otherwise significant issues or may have an impact on the cost of performing the work.
- The CONSULTANT shall, upon written request by the COUNTY, provide overall program project control schedules for the purposes of assisting the COUNTY in overall planning and scheduling of the project.

#### **ITEMS TO BE FURNISHED BY THE COUNTY TO THE CONSULTANT**

The COUNTY, on an as-needed basis and as available, will furnish the following Contract documents for the project. Documents provided in either paper or electronic format may include:

1. Cabinet and Hub Splicing Diagrams
2. Construction Plans
3. Sketches of Existing Fiber Optic Network

#### **ITEMS FURNISHED BY THE CONSULTANT TO THE COUNTY**

It is anticipated that the CONSULTANT will furnish the following documents for the fiber. These documents will be provided in both paper and electronic format:

#### **Data Collection:**

1. Collect the location of each existing cabinet, hub, pull box, splice vault, Dynamic Message Sign (DMS) pole, power pole in the case of overhead (aerial) fiber, and underground fiber conduit of the existing COUNTY fiber optic network using a geographical positioning system (GPS) handheld unit that provides real-time sub-foot (30 cm) accuracy.
2. Collect the following data from each existing cabinet, hub, and splice vault: the cabinet node number, location, type/size, terminations/patch panels, cross connects and cable information. The COUNTY shall provide cabinet and hub splicing diagrams.
3. Each existing cabinet, hub, splice vault, and Dynamic Message Sign (DMS) along the County fiber optic network shall be photographed digitally. Photographs shall be clean, sharp, and clearly show details.

#### **Data Entry:**

1. The data entry process shall be completed using the following software and tools:
  - a. OSPInSight 7.0 or newer version
  - b. MapInfo Professional 9.0 or newer version
  - c. Microsoft MapPoint 2006 (background map layer/location map) or newer version
  - d. Rectified aerials to locate existing buildings
2. Such data to be entered into OSPInSight 7.0 includes the fiber cable spans, access point locations (pull box or splice vault), building locations (cabinet, building, hub or DMS), termination points, slack loops, power poles in the case of overhead fiber, and underground fiber conduit.
3. The GPS points collected from the GPS handheld unit shall be uploaded to OSPInSight 7.0 with MapInfo Professional 9.0 and Microsoft MapPoint 2006.
4. The digital photographs of each existing cabinet, hub, splice vault, Dynamic Message Sign (DMS), and DMS pole(s). GPS locations of each cabinet, hub, pull box, and splice vaults, and splicing diagrams shall be uploaded to OSPInSight 7.0.

#### **OFFICE AUTOMATION:**

The CONSULTANT shall provide and have available for their use a broadband Internet connection, Internet E-Mail address, and such computer networking equipment and software as is determined necessary to meet the requirements of the Project. Such requirements include GPS handheld units, OSPInSight 7.0, MapInfo Professional 9.0, Microsoft MapPoint 2006, and other communication and collaboration between project team members through the use of various Intranet, Internet, and Extranet resources.

Ownership and possession of the computer equipment and related software, which is provided by the CONSULTANT, shall remain at all times with the CONSULTANT. The CONSULTANT



shall retain responsibility for risk of loss or damage to said equipment during performance of this Contract.

**FIELD EQUIPMENT:**

The CONSULTANT shall collect data from the field in order to carry out the work under this Contract. The CONSULTANT shall have the following equipment: (1) hand tools to open pull boxes, tie wraps, locate pull boxes, clean existing fibers for measurements, and open splice enclosures, (2) locator to locate tone wire in areas where the fiber network cannot be located, and (3) fusion splicer to resplice any fibers that might get damaged during the data collection process, and optical time-domain reflectometer (OTDR) to test fiber once the fiber has been fixed.

The CONSULTANT shall locate hidden pull boxes and determine the fiber enclosure information on sections having overhead (aerial) conduit by utilizing air compressors and bucket trucks, respectively as needed.

The CONSULTANT shall retain responsibility for risk of loss or damage to said equipment during performance of this Contract. Field equipment shall be maintained and in operational condition at all times.

**QUALITY ASSURANCE PLAN:**

If requested by the County, the CONSULTANT shall furnish a Quality Assurance (QA) Plan. The QA Plan shall detail the procedures, and instructions of the CONSULTANT'S organization to assure conformance with the Contract.

**PROJECT COMPLETION:**

The project must be completed by September 30, 2010.

| Proposed Rates by Task        | Senior Project Manager |                    | Project Manager |                    | ITS Field Technician |                    | Data Collection Crew |                    | Clerical  |                    | GIS Manager |                    | Data Integrity Check |                    | Air Compressor* |                    | Aerial Lift Truck* |                    | Total         |                  |
|-------------------------------|------------------------|--------------------|-----------------|--------------------|----------------------|--------------------|----------------------|--------------------|-----------|--------------------|-------------|--------------------|----------------------|--------------------|-----------------|--------------------|--------------------|--------------------|---------------|------------------|
|                               | Rate/Hr.:              | \$125.00           | Rate/Hr.:       | \$73.33            | Rate/Hr.:            | \$72.00            | Rate/Hr.:            | \$116.97           | Rate/Hr.: | \$53.35            | Rate/Hr.:   | \$95.62            | Rate/Hr.:            | \$55.00            | Rate/Hr.:       | \$62.41            | Rate/Hr.:          | \$62.41            |               |                  |
|                               | Man Hours              | Cost by Pos. & Act | Man Hours       | Cost by Pos. & Act | Man Hours            | Cost by Pos. & Act | Man Hours            | Cost by Pos. & Act | Man Hours | Cost by Pos. & Act | Man Hours   | Cost by Pos. & Act | Man Hours            | Cost by Pos. & Act | Man Hours       | Cost by Pos. & Act | Man Hours          | Cost by Pos. & Act | Hours By Task | Cost By Activity |
| Cost per Mile - Urban Section |                        |                    |                 |                    |                      |                    |                      |                    |           |                    |             |                    |                      |                    |                 |                    |                    |                    |               |                  |
| Underground                   | 0.25                   | \$31.25            | 11.00           | \$806.63           | 1.00                 | \$72.00            | 10.00                | \$1,169.70         |           |                    |             |                    | 0.50                 | \$27.50            | 1.00            | \$62.41            |                    |                    | 23.75         | \$2,141.99       |
| Overhead                      | 0.25                   | \$31.25            | 11.00           | \$806.63           | 2.00                 | \$144.00           | 9.00                 | \$1,052.73         |           |                    |             |                    | 0.50                 | \$27.50            |                 |                    | 2.00               | \$124.82           | 24.75         | \$2,159.43       |
| Cost per Mile - Rural Section |                        |                    |                 |                    |                      |                    |                      |                    |           |                    |             |                    |                      |                    |                 |                    |                    |                    |               |                  |
| Underground                   | 0.25                   | \$31.25            | 9.00            | \$659.97           | 1.00                 | \$72.00            | 8.00                 | \$935.76           |           |                    |             |                    | 0.50                 | \$27.50            | 1.00            | \$62.41            |                    |                    | 19.75         | \$1,761.39       |
| Overhead                      | 0.25                   | \$31.25            | 9.00            | \$659.97           | 2.00                 | \$144.00           | 7.00                 | \$818.79           |           |                    |             |                    | 0.50                 | \$27.50            |                 |                    | 2.00               | \$124.82           | 20.75         | \$1,778.63       |

\*The rates for Air Compressor and Aerial Lift Truck are inclusive of the equipment plus one operator.

EXHIBIT B

Seminole County  
Fiber Optic Network Documentation Project  
RFP-600705-09/BJC  
Proposed Fee Schedule



**Salary Related Costs**

|                             | <u>Actual</u> | <u>County Cap</u> |
|-----------------------------|---------------|-------------------|
| (a) Direct Labor Cost       |               | 100.00%           |
| (b) GA&O Cost               | 126.98%       |                   |
| (c) Fringe Benefit Cost     | 48.56%        |                   |
| ST (b) & (c) 162% max       | 175.54%       | 162.00%           |
| (d) ST (a) + Combined Rate  | 275.54%       | 262.00%           |
| (e) Profit (% of d) 11% max | 30.31%        | 28.82%            |
| ST (d) + (e)                | 305.85%       | 290.82%           |
| (f) Total Multiplier        | 3.06          | 2.90              |

| <u>Title</u>                              | <u>Employee Name</u> | <u>Actual Hourly Rate</u> | <u>% Weight</u> | <u>Extended Raw Rate</u> | <u>Multiplier</u> | <u>Extended Loaded Weight</u> | <u>**Voluntary Capped Rate</u> |
|---|----------------------|---------------------------|-----------------|--------------------------|-------------------|-------------------------------|--------------------------------|
| Senior Project Manager                    | Khaled Shaaban       | \$ 60.00                  | 100%            | \$ 60.00                 | 2.90              | \$ 174.00                     | \$ 125.00                      |
| Project Manager (Data Entry)              | John Battle, Jr.     | \$ 26.19                  | 100%            | \$ 26.19                 | 2.90              | \$ 75.95                      | \$ 73.33                       |
| ITS Field Technician<br>(Data Collection) | Richard Downer       | \$ 32.51                  | 50%             | \$ 16.26                 |                   |                               |                                |
|   | David Boston         | \$ 18.92                  | 50%             | \$ 9.46                  |                   |                               |                                |
|   |                      |                           |                 | \$ 25.72                 | 2.90              | \$ 74.57                      | \$ 72.00                       |
| Field Technician<br>(Data Collection)     | Jose Perez           | \$ 12.00                  | 50%             | \$ 6.00                  |                   |                               |                                |
|   | Phillip Boykin       | \$ 20.27                  | 50%             | \$ 10.14                 |                   |                               |                                |
|   |                      |                           |                 | \$ 16.14                 | 2.90              | \$ 46.79                      | \$ 44.97                       |
| Combined Data Collection Field Crew Rate  |                      |                           |                 | \$ 41.85                 | 2.90              | \$ 121.37                     | \$ 116.97                      |
| Designer                                  | Andrew Ziermann      | \$ 31.03                  | 50%             | \$ 15.52                 |                   |                               |                                |
|   | Nehemias Gonzalez    | \$ 21.11                  | 50%             | \$ 10.56                 |                   |                               |                                |
|   |                      |                           |                 | \$ 26.07                 | 2.90              | \$ 75.60                      | \$ 73.00                       |
| Clerical                                  | Amanda Wiggins       | \$ 21.63                  | 50%             | \$ 10.82                 |                   |                               |                                |
|   | Janiene Redding      | \$ 16.46                  | 50%             | \$ 8.23                  |                   |                               |                                |
|   |                      |                           |                 | \$ 19.05                 | 2.90              | \$ 55.23                      | \$ 53.35                       |
| GIS Manager                               | Deepali Patil        | \$ 34.15                  | 100%            | \$ 34.15                 | 2.90              | \$ 99.04                      | \$ 95.62                       |

I hereby certify that the costs contained in the proposal for the referenced project were proposed in a manner generally in agreement with the requirements of Metric Engineering, Inc.'s accounting system. I further certify that the employees listed in this price proposal are paid rates of compensation at or above the rates listed.

Dale W. Cody, P.E., PTOE, Senior Vice President

11/10/2009  
Date

\*\*Metric Engineering, Inc. hereby proposes using the voluntarily capped rates, in accordance with the rates that Metric Engineering, Inc. submitted within the price proposal, Section 5 of the RFP response.

Dale W. Cody, P.E., PTOE, Senior Vice President

11/10/2009  
Date

# Infrasource (IUCS, LLC)

EXHIBIT B

218 S. Park Ave.  
Sanford, FL 32771

Phone: (407) 321-5901  
Fax: (407) 321-5931

|  |   |
|--|---|
| <b>To:</b> Metric Engineering, Inc.<br><b>Address:</b> Lake Mary, FL 32746                   | <b>Contact:</b> Chuck West<br><b>Phone:</b> (407) 644-1898<br><b>Fax:</b> |
| <b>Project Name:</b> Seminole County Fiber Documentation Project<br><b>Project Location:</b> | <b>Bid Number:</b><br><b>Bid Date:</b>                                    |

| Item # | Item Description  | Estimated Quantity | Unit | Unit Price | Total Price |
|--------|---|--------------------|------|------------|-------------|
| FIELD  | LIFT TRUCK PLUS OPERATOR OR AIR COMPRESSOR<br>PLUS OPERATOR | 1.00               | HR   | \$62.41    | \$62.41     |

**Total Bid Price:** **\$62.41**

**Notes:**

- Price Includes Taxes and Insurance.

**Payment Terms:**

Prices firm for 30 days.

|   |   |
|---|---|
| <b>ACCEPTED:</b><br>The above prices, specifications and conditions are satisfactory and are hereby accepted.<br><br><b>Buyer:</b> _____<br><b>Signature:</b> _____<br><b>Date of Acceptance:</b> _____ | <b>CONFIRMED:</b><br><b>Infrasource (IUCS, LLC)</b><br><br><b>Authorized Signature:</b> _____<br><b>Estimator:</b> Cwright<br>cwright@transtechelectric.com |
|---|---|


**EXHIBIT B**

**Truth in Negotiations Certificate**

This is to certify that, to the best of my knowledge and belief, the wage rates and other factual unit costs supporting the compensation submitted to Seminole County Purchasing and Contracts Division, either actually or by specific identification in writing, in support of RFP-600705-09/BJC\* are accurate, complete, and current as of November 10, 2009(Date)\*\*. This certification includes the wage rates and other factual unit costs supporting any Orders or Amendments issued under the agreement between the Consultant and the County.

Firm **Metric Engineering, Inc.**

Signature



Name **Dale W. Cody, P.E., PTOE**

Title **Senior Vice President**

Date of execution\*\*\* **November 10, 2009**

\* Identify the proposal

\*\* Insert the day, month, and year when wage rates were submitted or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on compensation.

\*\*\* Insert the day, month, and year of signing.

(End of certificate)

TAX EXEMPTION NUMBERS  
FLORIDA SALES: 69-11-033995-53C  
FEDERAL SALES/USE: 59-74-0013K

EXHIBIT  
Board of County Commissioners  
Seminole County, Florida  
**PURCHASE ORDER**

Page 1

**ORDER NUMBER:**

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE  
MUST REFERENCE THIS PURCHASE ORDER NUMBER.

S  
H  
I  
P

COUNTY SERVICES BUILDING  
1101 EAST FIRST STREET  
SANFORD FL 32771

EXHIBIT C

ORDER TYPE

ORDER DATE

REQ. NUMBER


ANALYST

VENDOR NUMBER

V  
E  
N  
D  
O  
R

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:  
FISCAL SERVICES DEPARTMENT - PURCHASING AND  
CONTRACTS DIVISION  
1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208  
SANFORD FLORIDA 32771  
PHONE: (407) 665-7116 / FAX: (407) 665-7956

DELIVERY

| ITEM #   | QUANTITY | UNIT | ITEM DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|--|----------|------|------------------|------------|----------------|
|  |          |      |                  |            |                |

REQUESTING DEPT/DIV

TOTAL AMOUNT

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:

CLERK - B.C.C. FINANCE DIVISION  
POST OFFICE BOX 8080  
SANFORD, FL 32772-0869

Accts. Payable Inquiries - Phone (407) 665-7681

\_\_\_\_\_  
PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE  
for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS